

**COUNTY OF SAN LUIS OBISPO AND  
TOPAZ SOLAR FARMS LLC  
AGREEMENT FOR EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT FOR EMERGENCY MEDICAL SERVICES ("The Agreement") is entered into by and between the County of San Luis Obispo, a political subdivision of the State of California ("County"), and Topaz Solar Farms LLC, a Delaware Limited Liability Company authorized to do business in California ("Topaz Solar"), (collectively, the "Parties").

**RECITALS**

- A. The County Fire Department operates a fire station ("Station 42") in the community of California Valley, in Carrizo Plains situated in the unincorporated area of the County.
- B. Pursuant to a master agreement ("County/CAL FIRE Agreement") between the County and the California Department of Forestry and Fire Protection ("CAL FIRE"), the County provides through CAL FIRE, its fire protection and emergency medical services provider, emergency response and related services to unincorporated areas of the County not otherwise served with such services.
- C. Historically, the County provided 24-hour staffing, three days-per-week at the Carrizo Plains Fire Station 42. During construction of two nearby solar plants, the County increased staffing to seven days-per-week, with additional costs offset by sales tax revenues resulting from that construction. This staffing was all at Basic Life Support (BLS) level, utilizing Emergency Medical Technicians (EMTs).
- D. First Solar Electric (California), Inc. ("First Solar") was the prime contractor constructing the Topaz Solar Farms, one of the two solar plants mentioned above. The County entered into a contract with First Solar, approved by the County Board of Supervisors on June 19, 2012, under which the County Fire Department provided emergency medical services at Carrizo Plains Fire Station 42, at the Advanced Life Support (ALS) level, utilizing paramedics in addition to EMT's. The First Solar contract expired on January 1, 2015.
- E. During construction, First Solar had an immediate need, based on corporate policy, for Advanced Life Support (ALS) level emergency medical services, with a response time of 15 minutes or less.
- F. Near the end of the First Solar agreement Topaz Solar expressed interest in continuing these services. On December 16, 2014, the Parties entered in an agreement, which expired on June 30, 2015.
- G. That agreement was amended to reduce service from ALS emergency medical services to Basic Life Support (BLS) emergency medical services, and was later extended to December 31, 2015 by mutual agreement of the Parties.
- H. Topaz Solar has stated a desire for the County to continue to provide fire protection and emergency medical services at Carrizo Plains Fire Station 42 through December 2016.

- I. Maintaining the level of fire protection and emergency medical services provided by the County Fire Department at Station 42 is beneficial to both the community of California Valley and the entire County.
- J. The County is willing and able to continue to provide Topaz Solar with fire protection and emergency medical services, which shall be provided at the Basic Life Support (BLS) level, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

**1. SERVICES**

The County shall provide fire protection and emergency medical services to the community of California Valley and to the Carrizo Plain area, as set forth in Schedule B, Scope of Work. As a business located in the area to be served, Topaz Solar and its Topaz Solar Farm shall have access to those services. Services under this Agreement shall be performed by the County through CAL FIRE, its fire protection services provider pursuant to the County/CAL FIRE Agreement. Under the terms of the Agreement, emergency medical services provided by the County will be provided by the County at the Basic Life Support (BLS) level.

**2. SCHEDULES**

The County and Topaz Solar agree to comply with the terms and conditions of this Agreement, including the Schedules which are attached hereto and are incorporated by this reference and made a part of the Agreement. In the event that any of the terms and conditions of the Schedules are inconsistent with the terms of this Agreement, the terms and conditions of the Schedules will prevail.

**A. Schedule A – Cost of Services**

Defines the cost of services provided by the County and payable by Topaz Solar to the County under this Agreement.

**B. Schedule B - Scope of Work**

Defines the services to be provided to Topaz Solar by the County.

**3. TERM**

The term of this Agreement shall be January 1, 2016 through December 31, 2016.

**4. TERMINATION**

If Topaz Solar fails to remit payments in accordance with the terms of this Agreement, the County may terminate this Agreement and all related services upon seven (7) days' written notice to Topaz Solar.

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. Upon termination of this Agreement, the County will refund, on a pro rata basis, any unexpended portion of the funding received from Topaz Solar.

**5. MODIFICATION**

This Agreement may only be modified or amended by a written document executed by the parties.

**6. ADMINISTRATION**

The County Fire Department Chief will act as the contract administrator for the County for matters related to the Agreement, and Gary Hood, General Manager, BHE Renewables, or his successor, will act as the contract administrator for Topaz Solar. These individuals will be available for contract resolution or policy intervention during the term of this Agreement.

**7. PAYMENT FOR SERVICES**

Topaz Solar shall pay to the County for services rendered pursuant to this Agreement, the amount set forth in Schedule A, which is attached hereto and incorporated herein by reference.

The County shall invoice Topaz Solar for the services in Schedule B for the full amount due as set forth in Schedule A.

The payment by Topaz Solar shall be made to the County within thirty (30) days of the date of the invoice from the County.

The Invoice shall include contractual (all-inclusive) costs as provided in Schedule A.

**8. NOTICES**

Notices required or permitted under this agreement shall be sent through U.S. Postal Service by certified mail. Notice shall be considered given upon deposit. Addresses for any such notices shall be:

For the County:

SLO County Fire Dept.  
Attn: Fire Chief  
635 N. Santa Rosa  
San Luis Obispo, CA 93405

For Topaz Solar:

Topaz Solar  
Attn: General Counsel  
1850 N. Central Ave., Suite 1025  
Phoenix, AZ 85004

**-and-**

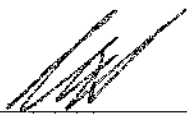
County of San Luis Obispo  
Administrative Office  
1055 Monterey Street, Room D-430  
San Luis Obispo, CA 93408

Either party may designate a change of address in writing at any time.

**9. ENTIRE AGREEMENT**

This Agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

**TOPAZ SOLAR**

Signature 

Date May 11, 2016

Printed Name Richard Weich

Title SVP and CFO

APPROVED AS TO FORM AND  
LEGAL EFFECT

BY: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF SAN LUIS OBISPO**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Chairperson of the Board of Supervisors  
Of the County of San Luis Obispo  
State of California

ATTEST:

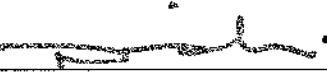
\_\_\_\_\_

Date \_\_\_\_\_

County Clerk and Ex-Officio Clerk of  
the Board of Supervisors, County of  
San Luis Obispo, State of California

APPROVED AS TO FORM AND  
LEGAL EFFECT

RITA L. NEAL  
County Counsel

BY:  \_\_\_\_\_

Chief Deputy County Counsel

Date: 5/26/16

## **SCHEDULE A, Cost of Services**

### **Cost of Services for January 1, 2016 to December 31, 2016**

**Total Cost of Services: \$456,417.00**

- Topaz Solar paid \$232,487 toward the total cost of services in January 2016.
- The County shall invoice Topaz Solar the sum of \$223,930 (representing the unpaid balance of the cost of services) upon execution of this Agreement.
- Payment in full of the unpaid balance of \$223,930 shall be due from Topaz Solar to the County within 30 days of invoice date.

## **SCHEDULE B, Scope of Work**

### **The County shall:**

- a. Provide 24-hour fire protection and emergency medical services at the BLS level to the community of California Valley and the Carrizo Plain area.
- b. Respond to requests for emergency medical services within fifteen (15) minutes, on no less than 90% of calls. This "response time" shall be measured from the time the request for service is first received at the County Fire Department Emergency Command Center until the first paramedic arrives at the scene of the emergency. All medical aid calls at Station 42 will be used in the calculation of this response time.
- c. Provide an invoice to Topaz Solar, based on Schedule A of this Agreement, for services rendered under this Agreement.
- d. Provide all services under this agreement utilizing CAL FIRE/County Fire employees, supervised by CAL FIRE/County Fire and subject to all CAL FIRE/County Fire governing statutes, policies and procedures.
- e. Use standard emergency dispatch and response protocols with all calls assigned to Station 42. This means that requests for service from Topaz Solar will not receive any "special treatment".

This Agreement shall have no impact on any other CAL FIRE/County Fire cooperative fire protection, dispatch, automatic aid, or mutual aid agreement.